

INTERLOCAL COOPERATION CONTRACT

Mobile EIC Operations

I. Parties

This contract ("Contract") is made and entered by and between Austin County, Texas ("County") and the Texas Department of Public Safety ("TXDPS"), referred to herein as the "Parties," pursuant to the authority granted in Chapter 521 of the Texas Transportation Code and the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

II. Purpose

The purpose of this Contract is to authorize the County to perform the initial processing of applications for TXDPS election identification certificates (EICs) at one or more sites selected by the County using mobile election identification equipment (mobile EIC centers) provided by TXDPS.

III. Responsibilities of Parties

A. The County

The County may perform the initial processing of EICs using the mobile EIC centers provided by TXDPS at one or more sites selected by the County and during hours of operation determined by the County. In providing these services, the County shall comply with the then current written instructions and training provided by TXDPS.

The County shall reimburse TXDPS for the reasonable replacement costs of any mobile EIC centers that TXDPS and the County determine were damaged, lost or stolen while in the custody of the County, normal wear and tear excepted.

B. TXDPS

TXDPS shall acquire and provide the County with mobile EIC centers to perform initial processing of EICs.

TXDPS shall provide the County with initial written instructions and training, and updates thereafter as TXDPS determines are necessary, under which the County shall provide these services.

TXDPS will not reimburse the County for any of its expenses in providing these services or otherwise incurred under this Contract.

IV. Terms and Conditions

1. **Term:** This Contract will become effective on the date it is signed by the last of the two Parties to this Contract and will continue until it is terminated on mutual agreement or as provided in IV.2 of this Contract.
2. **Termination:** Either Party may voluntarily cancel this Contract for any reason upon thirty (30) calendar days written notice to the other Party. Within forty-five (45) calendar days of the date of termination, the County shall return all mobile EIC centers to TXDPS.
3. Neither party has authority for or on behalf of the other except as provided in this Contract. No other authority, power, partnership, or rights are granted or implied.
4. **Non-Incorporation:** This Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this Contract. There are no verbal representations, inducements, agreements, or understandings between the Parties other than those specifically set forth herein.
5. **Amendments:** No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and signed by both Parties to this Contract.
6. **Force Majeure:** Neither Party shall be liable to the other for any default or delay in the performance of its obligations under this Contract caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within the Party's control. Force majeure is defined as those causes beyond the control of the Party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party.
7. **Governing Law and Venue:** This Contract shall be construed under and in accordance with the laws of the State of Texas. Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties shall be Travis County, Texas.
8. **Dispute Resolution:** The County shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Contract.
9. **No Joint Enterprise:** The provisions of this Contract are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.
10. **Severability:** If any provision of this Contract is held to be invalid, unenforceable, or illegal in any respect, such provision shall be fully severable, and the remainder of this Contract shall remain valid and in full force and effect.

11. **Notice:** Any notice required or permitted under this Contract shall be in writing and shall be directed to the Parties as designated below and shall be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email:

If to TXDPS:

Driver License Division
Tony Rodriguez, Senior Manager
Texas Department of Public Safety
Driver License Division
PO Box 4087
Austin, TX 78773-0300
Telephone: 512-424-5657
Email: eic@dps.texas.gov

If to COUNTY:

Name: Marcus A. Peña

Title: Austin County Tax Assessor-Collector & Election Official

County: Austin

Mailing Address: 804 E Wendt St, Belville, TX 77418

Phone: (979) 865-8633

Email: mpena@austincounty.com

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided herein, specifying the new address and/or individual and the date upon which it shall become effective.

12. **Signatory Authorization:** The signatories for the Parties hereby represent and warrant that each has full and complete authority to enter into this Contract.

13. **Certifications:** The Parties certify that: each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party; this Contract is authorized by the governing body of the Parties; and each has the authority to enter into this Contract.

Having agreed to the terms and conditions stated herein, the Parties do hereby execute this Contract.

COUNTY:

Carolyn Bilski approved by court 9-30-13
Signature Date

Carolyn Austin Co Judge
Printed Name & Title Bilski

TEXAS DEPARTMENT OF PUBLIC SAFETY:

Joe Peters 10-17-13
Signature Date

Joe Peters, Assistant Director
Printed Name & Title